

LULA MAI MARTIN

IBLA 76-623

Decided November 4, 1976

Appeal from decision of Montana State Office, Bureau of Land Management, denying petition for reinstatement of oil and gas lease M 27661-B.

Affirmed.

1. Oil and Gas Leases: Reinstatement

An oil and gas lease, terminated for failure to pay annual rental on or before the anniversary date of the lease, can be reinstated only if the petitioner shows that the failure was either justifiable or not due to a lack of reasonable diligence. Mailing the rental payment after it is due does not meet the reasonable diligence requirement.

2. Oil and Gas Leases: Reinstatement

In petitioning for reinstatement of an oil and gas lease terminated by operation of law for failure to submit the rental payment on or before the anniversary date of the lease, forgetfulness, simple inadvertence, or ignorance of the regulations are not justifiable excuses for delay in making the rental payment.

APPEARANCES: Lula Mai Martin, pro se.

OPINION BY ADMINISTRATIVE JUDGE HENRIQUES

Lula Mai Martin appeals from the April 27, 1976, decision of the Montana State Office, Bureau of Land Management (BLM), denying her petition for reinstatement of oil and gas lease M 27661-B. The lease was terminated by operation of law pursuant to 30 U.S.C. § 188(b) (1970) for failure to pay the annual rental on or before April 1, 1976, the anniversary date of the lease. The envelope containing the rental was postmarked April 7, 1976, and was not received by BLM until April 12, 1976.

In her statement of reasons, appellant admits her failure to use diligence, but contends that her error is pardonable and that the lease should be reinstated.

30 U.S.C. § 188(c) (1970) and 43 CFR 3108.2-1(c) specify that an oil and gas lease terminated by operation of law for failure to pay the annual rental on time may be reinstated if among other things, the late payment is either justifiable or not due to a lack of reasonable diligence. "Reasonable diligence normally requires sending or delivering payments sufficiently in advance of the anniversary date to account for normal delays in the collection, transmittal, and delivery of the payment." 43 CFR 3108.2-1(c)(2). Mailing the payment after it is due does not meet this requirement. Bobbie Arnold, 24 IBLA 352 (1976); L. P. Weiner, 21 IBLA 336 (1975). Appellant admits this.

Appellant's only possibility for reinstatement is to show that her late payment was justifiable. She has offered no explanation of why the reasonable diligence test could not be met. In her petition for reinstatement, appellant mentioned that she did not understand the anniversary date requirement. As the BLM's decision properly stated, this reason is not within the realm of "justifiable." Cases involving forgetfulness, simple inadvertence or ignorance of the regulations are clearly not covered under the "justifiable" provision of the statute. L. J. Arrieta, 26 IBLA 188 (1976); Louis Samuel, 8 IBLA 268, 274 (1972), appeal dismissed; Samuel v. Morton, Civ. No. CV-74-1112-EC (C.D. Calif., August 26, 1974).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Douglas E. Henriques
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Newton Frishberg
Chief Administrative Judge

